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Grand Island, Town Of And lbt Local
264 (Town Park Employees)

1374 TO
29892 - MEC
MEC

COLLECTIVE BARGAINING AGREEMENT

between

THE TOWN OF GRAND ISLAND

and

TEAMSTERS LOCAL 264

AFFILIATED WITH

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

January 1, 2000 - December 31, 2002

RECEIVED

DEC 04 2000

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

TABLE OF CONTENTS

<i>Article 1 - Recognition</i>	Page 1
<i>Article 2 - Dues Check-Off and Authorization</i>	Page 1
<i>Article 3 - Hours of Work</i>	Page 2
<i>Article 4 - Reporting Time</i>	Page 3
<i>Article 5 - Seniority</i>	Page 4
<i>Article 6 - Work Force Changes</i>	Page 5
<i>Article 7 - Holidays</i>	Page 9
<i>Article 8 - Vacations</i>	Page 10
<i>Article 9 - Leaves of Absence</i>	Page 12
<i>Article 10 - Paid Leaves</i>	Page 12
<i>Article 11 - Sick Leave</i>	Page 14
<i>Article 12 - Unpaid Leaves</i>	Page 15
<i>Article 13 - Wages and Classification</i>	Page 16
<i>Article 14 - New York State Disability</i>	Page 16
<i>Article 15 - Hospitalization and Medical Benefits</i>	Page 16
<i>Article 16 - Retirement and Insurance Plan</i>	Page 19
<i>Article 17 - Settlement of Disputes</i>	Page 19
<i>Article 18 - Discipline and Discharge</i>	Page 21
<i>Article 19 - General Provisions</i>	Page 22
<i>Article 20 - Strikes and Lockouts</i>	Page 25
<i>Article 21- Contracting and Sub-Contracting Public Works</i>	Page 26
<i>Article 22 - Maintenance of Benefits</i>	Page 26
<i>Article 23 - Supplemental Agreements</i>	Page 26
<i>Article 24 - Statutory Authority</i>	Page 26
<i>Article 25 - Termination and Modification</i>	Page 26

Appendix A - Union Membership Authorization/Checkoff Authorization
Appendix B - Wage Schedule

This Agreement, entered into by the Town of Grand Island, New York, hereinafter referred to as the Employer, and Teamsters Local Union #264, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 - RECOGNITION

- a. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other condition of employment for the term of this Agreement for all full-time and permanent part-time Parks Maintenance Man II, and Parks Crew Chief titles, with the exception of any other clerical, professional, or supervisory personnel.
- b. The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment and discipline of employees for other than Union activities.

ARTICLE 2 - DUES CHECK-OFF AND AUTHORIZATION

An employee desiring to become a member of the Union may execute a written authorization on the form annexed hereto as Appendix A. Upon receipt of the authorization from an employee, the Town shall, pursuant to the authorization, deduct from the wages of the employee the dues each pay period.

The Employer, following each pay period from which those deductions are made, will transmit the amount so deducted to the Union within thirty (30) days. All transmittals shall be sent out by a listing of the members from whom the deductions have been made and the amount deducted from each to:

Teamsters Local 264
35 Tyrol Drive
Cheektowaga, New York 14227

The Union shall certify to the Employer in writing the current rate of membership dues and shall give the Employer thirty (30) days notice prior to the effective date of any changes.

A deduction authorized by any employee shall continue as long as so authorized unless and until such employee notifies the Employer of his desire to discontinue or to change such authorization in writing and by registered mail and the Employer shall forward a copy of the employee's notification to the Union.

The Employer further agrees to grant the Union an exclusive payroll deduction of premiums for an employee organization sponsored insurance program.

Agency Shop - Agency Shop fee deductions, of an equal amount to Union membership dues, shall be continued for the term of this Agreement. Such amount shall be deducted on a monthly basis and

shall be transmitted at the same time and to the same office as set forth above. The Union agrees to hold the Employer safe and harmless because of said deduction.

If, through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from an employee's paycheck, such deduction shall be made from the next paycheck of the employee and submitted to the collective bargaining representative, employee or any party by reason of the requirements of this section of the Agreement for remittance or payment of any sum other than the constituting actual deductions made from employee wages earned.

On the effective date of this Agreement, the Employer shall supply to the Union at the address listed above, a list of all current employees in the bargaining unit showing the employee's full name, home address, social security number, job title, work location, membership status, insurance deductions and first date of employment. Such information shall hereafter be provided to the above if any changes occur.

Bulletin Boards - The Employer agrees to provide a bulletin board not to be smaller than 4' x 4' in a conspicuous location for the exclusive use of the Union to post notices and other Union information at the Recreation Maintenance Building.

Access to Premises - The Employer agrees to permit representatives of the International Union and the Local Union to enter the premises of the Employer for individual discussion of working conditions with the Union employees provided said representatives do not unduly interfere with the performance of duties assigned to the employees. The Department Head shall be contacted upon entrance to the facility.

ARTICLE 3 - HOURS OF WORK

Regular Hours - The regular hours of work each day shall be consecutive except for interruption for lunch periods.

Work Shift - All employees shall be scheduled to work on a regular work shift, and each shift shall have a regular starting and quitting time.

Work Schedule

- a. Work schedules showing the employees' shifts, workdays, and hours shall be posted on all department bulletin boards at all times.
- b. Except for emergency situations, work shift schedules shall not be changed unless the changes are mutually agreed upon by the Executive Board of the Union and the Employer.
- c. The Employer shall maintain and make available to employees a daily record showing times worked by each employee.

Rest Periods

- a. Work schedules shall provide for at least a fifteen (15) minute rest period each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible.
- b. Employees who for any reason work beyond their regular quitting time into the next shift, shall receive at least a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest period that occurs during the shift.

Clean-Up Time - Employees shall be granted a fifteen (15) minute period clean-up time period prior to the end of each work shift.

Lunch Periods and Meals - All employees covered by this Agreement shall have a lunch period of one (1) hour for every eight (8) hours worked.

Shift Definition - Work shifts are defined as follows: Recreation Department 8:00 a.m. to 4:00 p.m.

All full-time employees will receive one-half (1/2) hour of compensatory time for each work day during the months of July and August. Hours earned in July will be credited to employees on July 31 and hours earned in August will be credited to employees on August 31. Compensatory time must be used by June 30 of the following year.

ARTICLE 4 - REPORTING TIME

Show-Up Time

- a. Any employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned work on the job for which he was scheduled to report.
- b. If work on the job is not available, and the employee is excused from duty, he shall be paid his regular rate for four (4) hours.

Call Time - An employee called for emergency duty in addition to his regular working hours shall receive premium pay for the time actually worked and if he does not work four (4) hours, he shall receive straight pay for the remaining time to the minimum of four (4) hours. If the call time overlaps the regular shift, the employee shall be paid premium pay until he completes four (4) hours.

Call Time for Snow Removal - Employees called in for snow removal shall receive premium pay for the time actually worked and if he does not work two (2) hours, he shall receive straight pay for the remaining time to the minimum of two (2) hours. If the call time overlaps the regular shift, the employee shall be paid premium pay until he completes two (2) hours. In addition, for the period

from the first Monday in December to the last Friday in March, a "snow watch" of one (1) employee will be instituted from 6:00 a.m. to 8:00 a.m. This employee will be responsible for being at work, determine if snow removal is necessary, how many employees are needed to effectively complete the job and call all necessary employees to work. Should a Parks Crew Chief be required to determine if employees need to be called into work for snow removal and that determination is made without actually reporting to work and punching in, he shall receive premium pay for the time actually worked and straight pay for the remaining time to the minimum of two (2) hours. If the Town wishes to delete these snow removal clauses after April 30, 2000, they shall notify the Union in writing no later than September 30, 2000.

Premium Rates of Pay - All employees covered by this Agreement shall be paid time and one-half (1-1/2) their regular straight time rate of pay for all work performed in excess of forty (40) hours in any work week, or eight (8) hours in any work day.

Work at Employee's Option - Except in emergency call-outs, overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime. Employees will not be disciplined for refusal to work overtime in emergency situations unless refusals are continuous or flagrant.

ARTICLE 5 - SENIORITY

Definition - For the purpose of this Agreement, seniority is defined as follows:

- a. ***Departmental Seniority***: The employee's length of full-time service within a particular department.
- b. ***Town Seniority*** - An employee's length of continuous service with the Employer as a full-time employee.

An employee shall have departmental seniority for as many departments as that employee has worked in, such that the sum of an individual's various department seniority shall equal said individual employee's Town seniority.

Probationary Period

- a. New employees hired in the unit shall be considered as probationary employees for the first six (6) calendar months of their employment. The calendar days probationary period shall be accumulated within not more than one (1) year. When an employee completes his probationary period, he shall be entered on the seniority list of the unit. There shall be no seniority among probationary employees, and upon completion of the probationary period, they shall receive all benefits afforded to all regular employees.

- b. Seniority shall be an employee's length of continuous service with the Employer since his last date of hire as a full-time employee for the purpose of computing benefits only.

Seniority Lists - Every six (6) months, the employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list will show the names, job titles and date of hire of all employees in the unit entitled to seniority.

Breaks in Continuous Service - An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause and retirement. However, if an employee returns to work in any capacity within one (1) year, the break in continuous service shall be removed from his record.

ARTICLE 6 - WORK FORCE CHANGES

Promotion and Filling of Vacancies - (Non-competitive Classification)

- a. The term "promotion" means the advancement of an employee to a higher position or the re-assignment of an employee to a higher paying position.
- b. Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification, or as the result of the development or establishment of a new job classification, a notice of such openings shall be posted on all bulletin boards, stating the job classification, rate of pay, and the nature of the job requirements in order to qualify. Such posting shall be for a period of not less than ten (10) work days.
- c. During this period, employees who wish to apply for the open position including employees on layoff, may do so. The application shall be in writing, and it shall be submitted to the employee's departmental supervisor.
- d. In filling the vacancies, the appointing authority will give preference to the bidding employees from within the department (including those on layoff from the department) where the vacancy occurs and select the bidding employee with the greatest departmental seniority, who meets the standards of the job requirements. If the only bidders are employees of other departments, then first preference shall be given to qualified employees who have the greatest seniority within said department from past years; second preference shall be given to qualified employees with the greatest Town seniority.
- e. A notice listing those employees who have applied for the position and the employee or employees selected for the position shall be posted by the Employer on all bulletin boards within two (2) work days of the selection by the Employer and be posted for a period of at least ten (10) work days.

- f. Any employee selected in accordance with the procedure set forth above shall undergo a trial period not to exceed six (6) months. If it is found that such employee does not meet the requirements or responsibilities of the position to which he has been selected during the trial period, then such employee shall be restored to his former position.

Promotion and Filling of Vacancies - (Competitive Classification)

Whenever a job opening occurs within the bargaining unit and the job is of a competitive nature within the scope of the Civil Service Law, then the normal procedure provided by the Rules and Regulations of the Civil Service Law shall prevail, except that:

- a. Preference will be given to Town employees in the following order:
1. Employees within the department (including employees on layoff from the department) where the vacancy exists, by departmental seniority;
 2. Employees who are not currently within the department, on the basis of past seniority time within the department;
 3. Other Town employees by Town seniority.
- a. To be eligible, an employee must be qualified and have a suitable work record. For the purposes of this section, the Recreation Department shall be treated as a separate department.
 - b. In the absence of an established Civil Service List of eligible applicants, the selection shall be made in accordance with the procedures set forth in Section 1 above.

Temporary Job Openings

- a. In the event of temporary job vacancies of more than fifteen (15) work days due to vacation, illness, etc., and in the absence of an appropriate Civil Service List, in cases of competitive positions, seniority order (as set forth in (a) above) shall prevail in the selection of employees to fill the temporary vacancies provided they are qualified. For the purpose of this section, the Recreation Department shall be treated as a separate department.
- b. Temporary job openings in higher classifications shall be filled by employer assignment or re-assignment, and the assignment or re-assignment shall be made in terms of a promotion (following the requirements of Sections 1 and 2 before a new employee or temporary employee is hired. Temporary assignments shall be considered as training assignments by which the employee may obtain experience that will enable him to qualify for future promotions.

When it is necessary for higher classification employees to work in a lower classification and no one volunteers for such assignment, then the employee in the department, with the least department

seniority, in the classification nearest the lower classification of work to be performed shall be selected, and so on, up until the necessary number of employees required has been achieved. For the purpose of this section, the Water Division and the Sewer Division shall be treated as separate departments.

- c. Whenever an employee is assigned to fill a temporary vacancy of more than fifteen (15) work days, he shall be paid the wage rate established for the position or his own rate, whichever is higher, except trainees.

Demotions

- a. The term "demotion" as used in this provision, means the re-assignment, not requested by an employee from a position in one job classification to a lower paying position in the same job classification or in another job classification.
- b. Demotions shall be made only to avoid laying off employees. In any case involving demotion, the employee involved shall have the right to elect which alternative he will take, the demotion or the layoff.
- c. For any employee who is provisionally appointed to a different position, or whose appointment to a different position requires a probation period: if the employee does not receive permanent appointment or fails to successfully complete the probationary period for the new job, he will be reinstated to his former position or one equal to his classification.

Lay Off

- a. In the event the Employer plans to lay off employees for any reason, the Employer shall meet with the Union.
- b. When such action takes place it shall be accomplished by laying off temporary and probationary employees first. Should it be necessary to further reduce the work force in any department, the regular employees in that department shall be laid off in the inverse order of departmental seniority.
- c. The Employer shall forward a list of those employees being laid off to the Local Union Secretary on the same date that the notices are issued to the employee.
- d. Employees to be laid off will have at least fourteen (14) calendar days notice of layoff.
- e. When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority right to bump, or replace an employee with less seniority. Such employee may, if he so desires, bump an employee in an equal or lower job classification within the same department provided the bumping employee has greater seniority and meets the requirements of the job classification.

Recall

- a. When the work force is increased after a layoff, employees will be recalled as follows:
 1. Employees laid off from said department according to departmental seniority;
 2. Employees from other departments on layoff who have departmental seniority within the recalling department;
 3. Other Town employees on layoff by Town seniority.

Notice of recall shall be sent to the employee at his last known address by registered mail. If any employee fails to report for work within ten (10) days from the date of mailing of notice of recall, he shall be considered a quit. Recall rights for an employee shall expire after a period equal to his seniority, but in no case less than two (2) years from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee at his last known address by registered or certified mail. No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled.

Transfers

- a. ***Transfer of employee:*** If an employee is transferred to a position under the Employer not included in the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances, shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.
- b. Employees displaced by elimination of jobs through job consolidation (combining duties of two (2) or more jobs), the installment of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities for any other reason, shall be permitted to exercise their seniority rights to transfer to any other job in the service of the Employer.
- c. Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer.
- d. Employees requesting transfers for reasons other than elimination of jobs shall be transferred to equal or lower paying job classification on the basis of seniority.
- e. In the event of Temporary Job vacancies of more than fifteen (15) work days due to vacation, illness, etc., and in the absence of an appropriate Civil Service List, in cases of competitive positions, seniority by department shall prevail in the selection of employees to fill the Temporary Vacancies, provided they are qualified.

- f. Whenever an employee is assigned to fill a Temporary vacancy, of more than fifteen (15) days, he shall be paid the wage rate established for the position or his own rate, whichever is higher, except trainees.
- g. Nothing in this section is to be construed in such a way that an employee may bump, remove, or interfere with the promotion of an employee in another department, provided they meet the qualifications of the job.
- h. Transfer rights to another department are only available when no person currently in the department being transferred into wants the available position and then in order of (1) past departmental seniority in the department being transferred into; and then (2) Town seniority and provided they meet the qualifications of the job.

ARTICLE 7 - HOLIDAYS

Holidays Recognized and Observed

New Year's Day
Martin Luther King Day
Good Friday (1/2 Day)
Presidents' Day (to be observed the 3rd Monday in February)
Easter Sunday (if a regular work day)
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day (Presidential election)
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
Day before Christmas
Christmas Day
Day before New Year's Day (1/2 day)
And any other holiday declared by the Grand Island Town Board

Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday.

An exception with respect to 1/2 day holidays observed is as follows: Whenever the day before New Year's falls on a Friday, the 1/2 day holiday shall be observed on the preceding Thursday. Whenever the day before New Year's falls on a Sunday, the 1/2 day shall be observed on the preceding Friday.

Holiday Pay - Employees shall be paid their current rate based on their normal day for said holidays. Employees shall be paid at double time and one-half (2-1/2) their regular rate for all hours worked for all holidays listed in Section 1 of this Article with no day off or lieu day.

Holiday premium pay shall be paid to only those employees working on the holidays designated for observance by the Town Board. It is agreed that the employees to be entitled to holiday pay must have worked on his last scheduled work day immediately preceding the holiday and on his first scheduled work day immediately after the holiday; unless an employee's absence on either of these days is an excused absence with pay within the terms of this Agreement.

ARTICLE 8 - VACATIONS

Choice of Vacation Period

The Town reserves the right to limit the number of employees off in any department due to vacation during any one week. Vacation time will be selected by employees on the basis of departmental seniority, however those requests made prior to June 1st will be given priority. Vacation periods shall run from January 1st to December 31st. Employees may carry over a maximum of five (5) unused vacation days to the next year.

For the purpose of this section, the Recreation Department shall be treated as a separate department.

Holiday During Vacation Period

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one (1) additional day.

Work During Vacation Period

An employee who is called into work during his/her vacation period shall be paid at time and one-half (1-1/2) his/her regular rate for all hours worked and his/her vacation shall be rescheduled to any future period the employee may want. The Employer will attempt to accommodate the employee's request for rescheduling. This clause should in no way be misinterpreted to mean that the employee would be paid double time and one-half (2-1/2).

Vacation Rights in Case of Layoff or Separation

- a. Any employee who is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to taking his vacation shall be compensated in cash, on a prorated basis, for the unused vacation he has accumulated at the time of separation.
- b. In the case of death of such an employee such payment shall be made to his estate.

Vacation Schedule

- a. All full-time employees shall be entitled to vacation with pay as per the vacation schedule. Vacation shall be calculated from their date of hire as full-time employees.
 - 1. The Town will grant vacation with pay to employees in accordance with the following schedule:
 - A. An employee who completes one (1) year of service is entitled to five (5) days of vacation to be taken during the remainder of the calendar year after his/her one year anniversary date.
 - B. Effective January 1st of the calendar year in which an employee completes two (2) through three (3) years of service, he/she is entitled to ten (10) days of vacation to be taken during the calendar year.
 - C. Effective January 1st of the calendar year in which an employee completes four (4) years through eight (8) years of service, he/she is entitled to fifteen (15) days of vacation to be taken during the calendar year.
 - D. Effective January 1st of the calendar year in which the employee completes nine (9) through thirteen (13) years of service, he/she is entitled to twenty (20) days of vacation to be taken during the calendar year.
 - E. Effective January 1st of the calendar year in which the employee completes fourteen (14) or more years of service, he/she is entitled to twenty-five (25) days of vacation to be taken during the calendar year.

Buying Back Vacation

When an employee earns at least four (4) vacation weeks (twenty (20) work days) in a year the employee shall have the option of electing to receive the cash equivalent of a maximum of two (2) vacation weeks in lieu of taking off such earned vacation time, provided the employee gives notice of his/her election, in writing no later than October 1st of the preceding year. Such notice is

necessary for the Town to budget the allocation. The Town may allow additional vacation time to be purchased completely at the Town's discretion and not subject to the grievance procedure.

ARTICLE 9 - LEAVES OF ABSENCE

Eligibility Requirements

Employees shall be eligible for leaves of absence after one (1) year of service with the Employer.

Application for Leaves of Absence

- a. Any request for a leave of absence shall be submitted in writing by the employee to the Town Board. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.
- b. Authorization for a leave of absence shall be furnished to the employee by the Town Board, and it shall be in writing.
- c. A request for a leave of absence shall be answered immediately following the next scheduled meeting of the Town Board.
- d. In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave of absence was requested.

ARTICLE 10 - PAID LEAVES

Bereavement Leave

In the event of death in the immediate family, a regular full-time employee shall be entitled to five (5) work days off including the day of the funeral with pay.

Immediate family shall be limited to: spouse, child, grandchild, father, mother, father-in-law, mother-in-law, brothers and sisters.

In addition, a regular full-time employee shall be entitled to two (2) days off (including the day of the funeral) with pay in the event of the death of: a grandparent, daughter-in-law or son-in-law, brother-in-law or sister-in-law.

Regular full-time employees shall be entitled to one (1) day off with pay to attend the funeral of other family members, but shall be limited to aunts, uncles, nieces and nephews. It is understood that such leave shall not be granted unless the employee actually attends the funeral service.

Personal Leave

Employees will be entitled to five (5) personal leave days per year, to be used whenever needed without loss of time or pay. Arrangements for such leave shall be made by the employee at least twenty-four (24) hours in advance and must be mutually agreed upon by both parties, except in the case of an emergency. Employees may carry over a maximum of three (3) unused personal leave days to the next year. However, the total of personal leave days for any year cannot exceed eight (8). New employees receive Personal Leave as follows during their first year of employment: Hired during the first quarter - five (5) days, second quarter - three (3) days, third quarter - two (2) days, fourth quarter - one (1) day.

Jury Duty

An employee who serves on jury duty shall be paid the difference between his pay for jury duty and his regular pay.

Civil Duty

Employees subpoenaed to appear before court or other public body on any matter not related to their work and in which they are not personally involved as a plaintiff or defendant shall be granted leave with pay for the period necessary.

Union Leave

Members of the Union elected by the Local Union to attend a function of the International Union or other subordinate body, such as conventions or education conferences, shall be allowed time off without loss of time or pay to attend such functions, not to exceed an aggregate of three (3) days in any one (1) calendar year.

The Employer will reimburse a maximum of fifty dollars (\$50.00) per year toward the cost of credit courses relating to Labor Studies, subject to the following conditions:

1. Courses will be taken on the employee's own time.
2. Courses will be taken at an accredited institution.
3. Employees must achieve a grade of at least "C" or its equivalent.
4. Employees must attend at least 75% of all scheduled classes.

Reimbursement will be limited to three (3) employees per year. If more than three employees request reimbursement, the three most senior employees who have satisfied the above conditions will receive it.

Civil Service Examination

Employees shall be allowed time off with pay to take open competitive and promotional examinations set up by the Civil Service System, provided such examinations are for the Town of Grand Island.

Military Service Law

The Employer will grant Military Leave pursuant to §242 of the Military Law. If additional service is required, then the Employer shall grant additional time, but without pay, or at the option of the employee, such time may be deducted from earned vacation time, until vacation time is used up and thereafter leave without pay.

ARTICLE 11 - SICK LEAVE

Allowance

- a. Employees shall be allowed one (1) day of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for thirty (30) or more hours of work. This sick leave will not be considered earned until the month following the month in which the thirty (30) or more hours are actually worked.
- b. An employee may be required by the Employer to produce a doctor's certificate after three (3) consecutive days of sickness or disability.
- c. An employee while on said sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.

Accumulation

- a. Employees shall start to earn sick leave from their date of hire and they shall accumulate sick leave as long as they are in the service of the Employer for a maximum of one hundred eighty (180) days.
- b. After the accumulation of sixty (60) sick days by an employee, he shall have the option of selling back any additional unused sick days that he has earned (maximum of twelve (12) days per year). In the event that he does exercise this option the Town will pay him 100% of the value at the current rate of the contract year for their sick days. In the event that he does not exercise this option, the days will be credited to him. In no event will the option be available to an employee unless he maintains the minimum of sixty (60) sick days. Notification in writing is required no later than October 1st of the previous year. Such notice is necessary for the Town to budget the allocation. Payment will be made the first pay after the first of the year.

Absence Due to Injury and Worker's Compensation

The Employer shall provide coverage for all employees covered by this Agreement under the Worker's Compensation Law of New York State Employer's Law.

The Town will credit to employees who become eligible for Disability or Worker's Compensation with accrued sick leave to enable such employees to receive the difference between Disability or Worker's Compensation and full compensation while on such leave.

ARTICLE 12 - UNPAID LEAVES

Reasonable Purpose

Leaves of absence for reasonable periods as defined below but not limited to, will be granted without loss of seniority for:

- Serving in an elected position in the Union: 2 years
 - Illness leave (physical or mental): 2 years. The illness will be verified by a doctor of the Town Board's choosing. The Town Board will pay for required doctor's examination.
 - Prolonged illness in immediate family of spouse, children, step-children or wards: 1 year. The illness will be verified in writing by a licensed physician at the time of request.
 - Employees shall be granted a leave of absence for a period of up to two (2) years in order to attend school full-time, provided that the attendance of such courses are of mutual benefit to the employee and the Employer.
 - Any employee elected to Public Office. The duration of the leave shall be for the elected term of office, not to exceed four (4) years. Employees elected must be aware of, and shall not violate laws and regulations concerning voting on issues which could affect the position from which they are on leave.
- a. In addition to accruing seniority while on leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave of absence was requested.
- b. Benefits such as vacations, sick days, personal days, or retirement credit will not be earned when on leave without pay. All hospitalization and medical benefits will become the responsibility of the employee while on leave without pay.

Employment Opportunities

An employee shall be granted a leave of absence from his regular position to enable such employee to serve temporarily, provisionally, for trial periods, or for periods necessary to qualify for a permanent appointment to a competitive class, or another position of a higher class, that requires such conditions to be met, or where an employee is offered a position or job on a permanent transfer, so

long as said employment is with any department or governmental agency of the Employer (Town of Grand Island).

ARTICLE 13 - WAGES AND CLASSIFICATION

Wage Schedule and Classification

Employees shall be compensated in accordance with the wage schedule established in negotiations, effective January 1, 2000 and attached to this Agreement and marked Appendix B.

Longevity Service Pay

All employees shall be paid longevity under the following schedule:

- \$250 per year after completion of seven (7) years total service
- \$375 per year after completion of ten (10) years of total service
- \$575 per year after completion of fourteen (14) years of total service
- \$725 per year after completion of nineteen (19) years of total service
- \$850 per year after completion of twenty-two (22) years of total service
- \$975 per year after completion of twenty-five (25) years of total service

Promotions

In the event of a promotion the employee promoted would go to the next increment in the new classification equal to or higher than his current rate.

ARTICLE 14 - NEW YORK STATE DISABILITY

Effective January 1, 1994, the Employer agrees to cover each employee under the New York State Disability Plan at no cost to the employee for the term of the Agreement.

ARTICLE 15 - HOSPITALIZATION AND MEDICAL BENEFITS

1. P & A Administrative Services, Inc. shall prepare a plan document which shall include, and otherwise be consistent with all those benefits and other provisions as described herein and attached, under the heading of Section 125 Flex-Plan. The Town will pay the cost of the administrative fees for all participants in the Section 125 Flex-Plan.
2. PLAN PROVISIONS
 - A. The Town agrees to fully fund the employee's choice of medical coverage with any of

the following plans: Community Blue I, Univera Healthcare, or Independent health Encompass. The plan will provide a \$7.00 copay.

1. In addition, all active employees eligible for medical coverage will be included in the Town's Section 125 Flexible Benefit Plan. The Town will deposit money into the employee flexible benefit accounts based on the health insurance plan the employee selects.

Monthly deposits into the Flex-Plan effective 4/1/2000 or when implemented:

	<u>Single</u>	<u>Family</u>
No health insurance selected	\$15.00	\$20.00
Univera Healthcare	15.00	20.00
Community Blue	23.00	42.00
Independent Health	26.50	51.50

2. Employees may also put their own pre-tax dollars into the plan in addition to the amount the Town provides.
3. Pre-tax flex dollars may be used in the following ways:
 - a. Flexible Spending Accounts:
 1. Unreimbursed medical, dental, vision expenses
 2. Dependent care expenses
 3. Individual health/disability insurance
 4. Adoption assistance expenses
 - b. Insurance Options:
 1. AFLAC Accident Insurance
 2. AFLAC Cancer Insurance
 3. AFLAC Short-term Disability Insurance
- B. The Town will contribute an amount equal to the rates for the GHI Preferred Dental and CSEA EBF Platinum Vision plans selected by the bargaining unit's committee.
- C. The Town will continue "in lieu of" payments for those employees who can show proof of coverage through another plan at 50% of the cost of the average of the HMO plan in effect the first payroll in December of each year. Such employees may deposit all or part of the reimbursement in their "flex" account for use in offsetting other reimbursed medical/dental/vision expenses or other approved Section 125 plan expenses.
- D. The Town will reimburse employees retiring under this contract living outside of Western New York for actual costs of medical coverage premiums. Reimbursement shall not

exceed the maximum amount which would have been payable if the employee had remained in the area. The employee shall be required to provide documentation of medical coverage, including premium payment prior to receiving reimbursement.

- E. Any employee who elects to take less costly plan will be able to utilize 50% of the savings between the cost of the medical/hospitalization plan they elect and the primary rate plan for unreimbursed medical/dental/vision expenses or other approved Section 125 plan purpose if they enroll in the Section 125 plan.
 - F. The Town retains any Monies not utilized by the individual employees by the end of the plan year.
 - G. Each year a joint committee will meet to review the plan and determine the vendor of the "Primary Plan" for the medical/hospitalization plans and to determine the appropriate rates and reimbursements.
 - H. The Town may not change the vendors of these health care plans nor the types of plans or levels of coverage without the concurrence of the unions.
 - I. There will be an open enrollment period each year at which time all covered employees may elect to change their enrollment in any or all plans in which they are participating or which are available. If a major life change occurs, e.g. change of dependents, employees may elect to change their status during the plan year.
- 3. Effective with the execution of this memorandum, the health insurance plan known as Blue Cross and Blue Shield Select Care (60/61) or it's equivalent with riders will be discontinued.
 - 4. In the event the Town employs two individuals from the same family (i.e. husband and wife) where such benefit would duplicate coverage, each employee may select single coverage or one of the two may select family coverage. Also, if family coverage is selected by one, the other will not be eligible for the Health Insurance Buy Out Program. In no case may each select family coverage.
 - 5. The employer also agrees to provide to each retired employee who was employed by the Town prior to January 1, 1993, and who retires from the Town with a minimum of ten (10) years of service, at no cost to the retiree, either single or family coverage for the retiree and his dependents for the term of this agreement, one (1) of the following health maintenance organization insurance plans: Community Blue I, Univera Healthcare, Independent Health Encompass with each plan offering a \$7 prescription co-payment. If at some point after retirement the retiree who has been receiving family coverage has no need for family coverage, such coverage shall revert to single coverage with no change thereafter.
 - 6. The employer will make available to each employee hired after January 1, 1993, who retires

from the Town after a minimum of fifteen (15) years of service, the same health insurance benefit as enumerated in number 5 of this article with the following exception; should a retired employee with family coverage dies, the surviving spouse shall continue to be covered until his or her death; eligible dependents of the deceased retiree shall continue to be covered until they are no longer considered eligible, at which point they may elect COBRA continuation benefits.

7. The hospitalization and medical provisions of the agreement shall be available for all employees covered by this agreement who have completed sixty (60) days of employment with the employer.

Thomas Dworak and Raymond Billica shall receive the following lump sum payments on the dates indicated: December 2001 - \$1432.00 and December 2002 - \$1432.00.

ARTICLE 16 - RETIREMENT AND INSURANCE PLAN

- a. Employees shall be covered by the New York State Retirement System, including the New York State Retirement Career Plan 75(i) (if applicable). The Employer shall continue to provide coverage under Section 60(b).
- b. Employees who have accumulated between seventy-five (75) and one hundred eighty (180) sick days at the time of their retirement shall receive a cash payment equal to sixty-six and two-thirds percent (66-2/3%) of their regular rate of pay for each sick leave day. The rate of pay shall be calculated at the employee's rate of pay effective on the day immediately preceding the employee's retirement.

ARTICLE 17 - SETTLEMENT OF DISPUTES

Grievance Procedure

Any grievance or disputed matter pertaining to conditions of employment including the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

Step 1: The Union Steward or other authorized representative of the Union, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within five (5) working days of its occurrence; if at any time the steward or other authorized representative of the Union is unaware of the grievance, he shall take it up within ten (10) days of his knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the steward within three (3) work days.

Step 2: If the grievance has not been settled, it shall be presented in writing by the Union Steward or other authorized representative of the Union to the Department Head within five (5) work

days after the Supervisor's response is due. Each response shall contain the article or section violated. The Department Head or his designee shall respond to the Union Steward or authorized representative of the Union, in writing, within five (5) work days.

Step 3: If the grievance still remains unadjusted, it shall be presented by the Union President and/or his authorized representative to the Town Board or their designee in writing within five (5) work days after the response of the Department Head is due. The Town Board or their designee shall schedule a meeting to be held immediately following their next regularly scheduled meeting and shall set forth an answer in writing to the Local Union President, with copies to each of the committee.

Step 4: If the grievance is still unsettled, either party may, within thirty (30) days after the reply of the Town Board or their designee is due, by written notice to the other, request arbitration to determine the dispute.

Arbitration Procedure

- a. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) work days after notice has been given. The New York State Public Employment Relations Board shall be requested by either or both parties to provide a panel of impartial arbitrators from which both the Employer and the Union shall make a selection in accordance with the Board's rules of procedure.
- b. The Union representatives may meet at a place designated by the Employer on the Employer's property immediately preceding the meeting with the representative of the Employer.
- c. The Steward, or his representatives, shall be allowed time off from his job, without loss of time or pay, to investigate a grievance which he is to discuss with the Employer. The Department Supervisor or Superintendent will grant him permission to leave his work for this purpose.
- d. No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify or delete any provisions of this Agreement.
- e. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Matter Relevant to Grievance Procedure

- a. The time limits in the grievance procedure may be extended by mutual agreement in writing.
- b. Any step of the grievance procedure may be bypassed by mutual agreement, in writing.

- c. The arbitrator may consider any evidence or facts that have not been previously discussed between the parties.
- d. In the case of a policy type grievance, the grievance may be submitted directly to the Department Head's office by the Union's representative.

Steward and Grievance Committee

- a. Employees selected by the Union to act as Union representatives shall be known as "stewards". The names of employees selected as stewards and the names of other Union officers and representatives who may represent employees shall be certified in writing to the Employer by the Local Union.
- b. Any grievance committee meeting with the employees shall be held during working hours on the Employer's premises, and without loss of time or pay.
- c. There shall be only one (1) steward in the Recreation Department.

Processing Grievances During Working Hours

The Steward may investigate and process grievances during working hours without loss of pay.

ARTICLE 18 - DISCIPLINE AND DISCHARGE

- a. Disciplinary action or measures shall include only the following:
 - oral reprimand
 - written reprimand
 - suspension (notice to be given in writing)
 - discharge
- b. Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee. Any disciplinary action or measure upon an employee may be processed as a grievance at the 2nd step of the grievance procedure.
- c. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
- d. The Employer shall not discharge any employee without just cause. If, in any case, the Employer feels there is just cause for discharge, the employee and his Union Steward will be notified that the employee is subject to discharge.

- e. The Union shall have the right to take up the suspension and/or discharge as a grievance at the 2nd step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.
- f. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.
- g. **Procedure:** In the event an employee is notified of pending discharge action, provided the employee is entitled to rights under Sections 75 and 76 of the Civil Service Law, the employee will choose, on a form provided by the Town, whether the discipline will be processed through Section 75 of the Civil Service Law, or if he will appeal the discipline issued through the grievance procedure. When the choice is made of the procedure to follow, that election of one, by the employee, forecloses the use of the other by either party. In the event that the employee refuses to choose, and is entitled to rights under Sections 75 and 76 of the Civil Service Law, the discipline will be processed under Section 75 of the Civil Service Law, and the employee will have waived his/her rights under the grievance and arbitration procedure.
- h. An employee who has been the subject of disciplinary action may request that a written record be entered in his personnel record. The employee shall be given a duplicate copy of this record.

ARTICLE 19 - GENERAL PROVISIONS

Pledge Against Discrimination and Coercion

- a. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation.
- b. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.
- c. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or Employer representatives against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union or for any other cause.
- d. The Union recognizes its responsibility as a bargaining agent and agrees to represent all employees in the bargaining unit, without discrimination, interference, restraint, or coercion.

Union Activities on Employer's Time and Premises

The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, Union Stewards and proper designated Union representatives shall be allowed to:

- attend negotiation meetings when scheduled by the Employer
- investigate and process grievances
- post Union notices
- transmit communications authorized by the Union or its officers to the Employer or his representatives
- consult with the Employer, his representatives, local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.

Work Rules

All future work rules shall be subject to mutual agreement before becoming effective. Any changes in existing work rules shall not become effective until they have been mutually agreed upon between the Union and the Employer. When any existing rules are changed or new rules are established, they shall be posted on all bulletin boards for a period of at least two (2) weeks before becoming effective.

Protection and Security for Employees

The Employer will provide a telephone with an unlisted number and not connected to the Town switchboard at the Nike Base to be used in case of emergency.

Joint Safety Committee

The Employer and the Union agree to jointly establish a safety committee consisting of an equal number of Employer and Union representatives, the number of members to be agreed upon. This committee shall advise management of all safety activities. The Joint Safety Committee shall:

- a. make immediate and detailed investigations of each accident to determine fundamental causes
- b. develop data to indicate accident sources and injury rates
- c. make inspection to detect hazardous physical conditions or unsafe work methods and recommend changes or additions to protective equipment or devices for the elimination of hazards
- d. promote safety for workers, and participate in making the safety programs known to all workers
- e. conduct meetings during working hours without loss of pay for the sole purpose of discussing accident prevention and developing suitable corrective measures.

Firemen Volunteer

Any employee who is a volunteer fire-fighter shall be permitted to answer fire calls and first-aid calls during working hours without loss of time or pay.

Temporary Employees

Seasonal or temporary employees whose employment is changed to full-time permanent employment shall have seniority as of the anniversary date of their full-time permanent employment.

Disabled Employees

The Employer shall make every effort to place employees who, through physical sensitivity or otherwise, become partially disabled on their present jobs, on work which they are able to perform.

Reinstatement of Veteran Law

The re-employment rights of employees will be governed by applicable laws and regulations.

Protective Devices

- a. The Employer shall provide at no cost to the employee, necessary foul weather gear and safety equipment to properly protect the employee from foul weather and injury. Steel-toed safety shoes will be provided by the Town to employees whose job performance requires the wearing of same for safety reasons.
- b. All Town issued rain or safety gear including steel-toed shoes will be inspected annually by the Employer to insure that such equipment is in serviceable condition. Any such equipment found during inspection, or at any other time, to be worn or damaged beyond the point of continued service shall be replaced within ten (10) working days by the Employer. Employees will report any damage to rain or safety gear to their supervisors so that such gear can be inspected to determine whether replacement or repair is required.
- c. All Town issued rain and/or safety gear shall remain the property of the Town of Grand Island and is provided for the exclusive use of the employee while performing his duties for the Town.
- d. Failure to wear OSHA required and Town provided safety equipment/apparel while on the job shall result in disciplinary action as follows:
 - First offense: verbal/written warning
 - Second offense: two (2) days off without pay
 - Third and subsequent offenses: one (1) week off without pay

Seasonal Employees

A seasonal employee is defined as an employee who is hired on a seasonal basis to supplement the regular work force during peak periods in the summer and/or winter, but such employment shall be for a period not to exceed one hundred and twenty (120) work days, per year, as defined in Article 3 of this Agreement. Seasonal employees shall not be entitled to any benefits provided by this Agreement.

Miscellaneous

On no more than four (4) occasions annually, employees shall be granted two (2) hours off with no loss of time and pay for the purpose of donating blood. The approval of the Department Head must first be obtained.

Use of Department Vehicles

All employees covered under this Agreement shall agree that:

1. Use of vehicles be only for department purposes.
2. No unauthorized persons be transported in vehicle. This restriction includes members of the employee's family.
3. Operation of vehicles by authorized department employees only.
4. Under no circumstances will anyone consume alcoholic beverages while operating a department vehicle.

Settlement of disputes arising from this provision shall be settled in accordance with Article 17 and Article 18 of this Agreement.

ARTICLE 20 - STRIKES AND LOCKOUTS

Lockouts

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

Strikes

No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement. At no time, however, shall employees be required to act as strikebreakers or to go through picket lines.

ARTICLE 21- CONTRACTING AND SUB-CONTRACTING PUBLIC WORKS

During the term of this Agreement, the Employer shall not contract out or sub-contract any public work performed by employees covered by this Agreement that would mean the displacement of any employee covered by this Agreement.

ARTICLE 22 - MAINTENANCE OF BENEFITS

Any benefit or benefits presently enjoyed by the employees within these bargaining units under this Agreement pursuant to prior Town Board resolutions shall continue to remain in force, subject to the terms of the appropriate section of this Agreement, such benefit will be retained and remain in force as if such benefit is a part of this Agreement, except as mutually agreed otherwise between the Employer and the Union.

ARTICLE 23 - SUPPLEMENTAL AGREEMENTS

All supplemental agreements to this Agreement shall be subject to the approval of the Union Local and Town Board. They shall be approved or rejected within a period of ten (10) days following the date they are filed by either party.

If neither approved or rejected by both parties within the time herein set forth, the supplemental agreement shall be deemed to have been rejected.

ARTICLE 24 - STATUTORY AUTHORITY

IT IS UNDERSTOOD BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 25 - TERMINATION AND MODIFICATION

This Agreement shall be effective as of the 1st day of January 2000, and shall remain in full force and effect until the 31st day of December 2002.

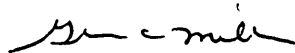
It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred eighty (180) days prior to the termination date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall commence not later than one hundred fifty (150) days prior to the termination date. This Agreement shall remain in full force and

be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

In witness whereof, the parties hereto have set their hands this 13th day of October, 2000.

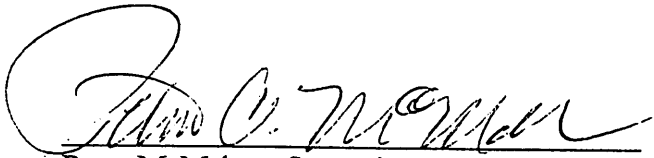
For Teamsters Local 264 Affiliated with the
International Brotherhood of Teamsters



Glenn Miller, Business Representative
Teamsters Local 264

10/12/00

For the Town of Grand Island, New York



Peter McMahon, Supervisor
Town of Grand Island

APPENDIX A
UNION MEMBERSHIP AUTHORIZATION



APPLICATION
FOR MEMBERSHIP IN LOCAL UNION NO. _____
Affiliated with the International Brotherhood of Teamsters
AFL-CIO

I, the undersigned, hereby apply for admission to membership in the above Local Union and voluntarily choose and designate it as my representative for purposes of collective bargaining, hereby revoking any contrary designations. If admitted to membership, I agree to abide by the Constitution of the International as well as the Local Union Bylaws which are not in conflict with International laws and thereupon accept and assume the following oath of obligation: I pledge my honor to faithfully observe the Constitution and laws of the International Brotherhood of Teamsters. I pledge that I will comply with all the rules and regulations for the government of the International Union and this Local Union. I will faithfully perform all the duties assigned to me to the best of my ability and skill. I will conduct myself at all times in a manner, as not to bring reproach upon my Union. I shall take an affirmative part in the business and activities of the Union and accept and discharge my responsibilities during any authorized strike or lockout. I will never discriminate against a fellow worker on account of creed, color or nationality. I will at all times bear true and faithful allegiance to the International Brotherhood of Teamsters and this Local Union.

PRINT _____ Occupation _____
(LAST NAME) (FIRST NAME) (MIDDLE INITIAL)
Street _____ Phone _____
City _____ State _____ Zip Code _____
Employer _____ Employment Date _____
Street _____ Phone _____
City _____ State _____ Zip Code _____
Initiation Fee \$ _____ Paid to _____
Date of Birth _____ Social Security No. _____
Have you ever been a member of a Teamster Local Union? _____
If yes, what Local Union No. _____ I acknowledge receipt of the Union security notice.

DATE OF APPLICATION _____

SIGNATURE OF APPLICANT _____



Union dues are not deductible as charitable contributions for Federal Income Tax purposes.

Printed in U.S.A.

**APPENDIX A
CONTINUED
CHECKOFF AUTHORIZATION**

48949 951679



CHECKOFF AUTHORIZATION AND ASSIGNMENT

I, _____, hereby authorize my employer to
(Print Name)
deduct from my wages each and every month an amount equal to the monthly dues, initiation fees and uniform assessments of Local Union _____, and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the company and the union at least sixty (60) days, but not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my desire to revoke same.

Signature _____

Social Security Number _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Employer _____

Original to Employer

L-3074-Printed in U.S.A.



Copy to Local Union

Union dues are not deductible as charitable contributions for Federal Tax purposes.

**APPENDIX B
WAGE SCHEDULE**

January 1, 2000 through December 31, 2002

HOURLY WAGES

PARKS MAINTENANCE MAN II

<u>Date</u>	<u>Start</u>	<u>After 1 Year</u>	<u>After 2 Years</u>	<u>After 3 Years</u>
1/1/00	12.24	15.17	17.10	18.00
1/1/01	12.61	15.63	17.61	18.54
1/1/02	13.05	16.18	18.23	19.19

PARKS CREW CHIEF

<u>Date</u>	<u>Start</u>	<u>After 1 Year</u>	<u>After 2 Years</u>	<u>After 3 Years</u>
1/1/00	14.08	17.19	19.37	21.60
1/1/01	14.50	17.71	19.95	22.25
1/1/02	15.51	18.33	20.65	23.03

WAGE SUMMARY

<u>Date</u>	<u>Tom Dworak</u>	<u>Rich Dworak</u>	<u>Tom Cecere</u>	<u>Ray Billica</u>
1/1/00	18.00	18.00	18.00	21.60
1/1/01	18.54	18.54	18.54	22.25
1/1/02	19.19	19.19	19.19	23.03